

THE HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICHAEL CHAVEZ, an individual,

Plaintiff,

v.

AMAZON WEB SERVICES, INC., a
Delaware Corporation,

Defendant.

No. 2:21-cv-00007-BJR

JOINT STATUS REPORT AND
DISCOVERY PLAN

Pursuant to Federal Rule of Civil Procedure 26(f) and LCR 26(f), Plaintiff Michael Chavez and Defendant Amazon Web Services, Inc. ("Amazon") hereby submit this Joint Status Report and Discovery Plan.

1. Nature of the Case

This case is brought pursuant to the Americans with Disabilities Act ("ADA") 42. U.S.C. § 12101-02 and Washington's Law Against Discrimination, Chapter 49.60 RCW et seq., and alleges workplace discrimination and failure to provide reasonable accommodation, as well as retaliation.

2. FRCP 26(f) Conference

The parties conferred telephonically on March 9, 2021, to discuss the issues addressed in FRCP 26(f) and LCR 26(f). The resulting discovery plan is incorporated in Section 4.

1 **3. Deadline for Joining Additional Parties**

2 The parties do not anticipate joinder of additional parties, but propose a deadline of June
3 9, 2021, for joining additional parties.

4 **4. Proposed Discovery Plan**

5 A. The FRCP 26(f) conference took place telephonically on March 9, 2021. The FRCP
6 26(a) disclosures occurred on March 18, 2021.

7 B. The parties anticipate that written discovery (interrogatories and document
8 production) will be conducted on all claims and defenses, as well as depositions related to the same
9 topics. The parties foresee no need for the phasing of discovery in this case. Discovery in this
10 case for Plaintiff will be on all matters for which controversy is reflected in the pleadings.
11 Discovery in this case for Amazon will focus on Plaintiff's claims arising from his employment at
12 Amazon, his damages (including his claims for emotional distress and economic damages) and
13 Amazon's various defenses.

14 C. The parties agree to preserve relevant documents and electronically stored
15 information ("ESI") that may be relevant to the parties' claims and defenses. The parties do not
16 anticipate an extensive amount of ESI relevant to this case. The parties agree that documents will
17 be produced in pdf format, except Excel spreadsheets and PowerPoints may be produced natively.

18 D. The parties do not anticipate extensive attorney-client privilege issues. To the
19 extent discovery reveals attorney-client privileged documents, the parties agree to exchange
20 privilege logs documenting such documents. The parties further agree that any privileged
21 documents inadvertently produced will be subject to claw back requests, and shall not be deemed
22 a waiver of any asserted privilege pursuant to FRE 502 and FRCP 26(b)(5).

23 E. The parties agree to abide by the default limitations on discovery imposed by the
24 Federal Rules of Civil Procedure, including, but not limited to, Fed. R. Civ. P. 26(b),
25 30(a)(2)(A)(i), and 33(a)(1). The parties agree to confer in good faith if changes to the limitations
26 appear necessary as discovery progresses. The parties believe they can manage discovery properly

1 and efficiently by stipulation and informal interaction, resorting to the rules of procedure where
2 and when it may be necessary.

3 F. The parties will enter into a protective order. The parties agree to electronic service
4 (by email) of discovery documents, such that service of paper copies is unnecessary.

5 **5. The Parties' Views on Additional Topics Enumerated by Local Civil Rule 26(f)**

6 A. The parties will endeavor to resolve the case as promptly as practicable in
7 accordance with the Federal Rules of Civil Procedure and the Local Civil Rules for the Western
8 District of Washington.

9 B. The parties will attempt to explore settlement early in the case, but the parties do
10 not believe that an order mandating mediation or other dispute resolution is necessary at this point.
11 The parties propose that a deadline for mediation be set no later than fifteen (15) days after the
12 discovery cut-off as set by the Court in this matter.

13 C. There are currently no related cases pending in any jurisdiction.

14 D. The parties agree to abide by the default limitations on discovery imposed by the
15 Federal Rules of Civil Procedure, including, but not limited to, Fed. R. Civ. P. 26(b),
16 30(a)(2)(A)(i), and 33(a)(1). The parties agree to confer in good faith if changes to the limitations
17 appear necessary as discovery progresses. The parties believe they can manage discovery properly
18 and efficiently by stipulation and informal interaction, resorting to the rules of procedure where
19 and when it may be necessary.

20 E. The parties anticipate that written discovery (interrogatories and document
21 production) will be conducted on all claims and defenses, as well as depositions related to the same
22 topics. Discovery in this case for Plaintiff will be on all matters for which controversy is reflected
23 in the pleadings. Discovery in this case for Amazon will focus on Plaintiff's claims arising from
24 his employment at Amazon, his damages (including his claims for emotional distress and
25 economic damages) and Amazon's various defenses.

26 F. The parties do not anticipate the need for phasing motions.

1 G. The parties have discussed and are aware of their obligations to preserve
2 discoverable information, including ESI. The parties will preserve all relevant materials,
3 documents, and equipment.

4 H. The parties do not anticipate extensive attorney-client privilege issues. To the
5 extent discovery reveals attorney-client privileged documents, the parties agree to exchange
6 privilege logs documenting such documents.

7 I. The parties do not anticipate an extensive amount of ESI relevant to this case.

8 J. If an ESI protocol is needed, the parties will consider using the Court's Model
9 Protocol in good faith.

10 **6. Completion of Discovery**

11 The parties presently believe discovery can be completed by January 10, 2022.

12 **7. Proceedings Conducted by Full-Time Magistrate Judge**

13 The parties do not agree to have this case conducted by a full-time Magistrate Judge.

14 **8. Bifurcation**

15 At this time, the parties do not anticipate any need to bifurcate the trial of this matter.

16 **9. Pretrial Statements and Pretrial Order**

17 The parties will comply fully with LCR 16 and 16.1. The parties agree that pretrial
18 statements and a pretrial order may help frame the issues and otherwise facilitate trial practice.

19 **10. Suggestions for Shortening/Simplifying the Case**

20 The parties have no suggestions in this regard.

21 **11. Date Case Will Be Ready for Trial**

22 The parties believe this case will be ready for trial by March 10, 2022.

23 **12. Jury Trial**

24 Plaintiff requested a jury trial.

25 **13. Number of Trial Days Required**

26 The parties believe that five (5) trial days will be needed.

1 **14. Anticipated Trial Counsel**

2 **For Plaintiff:**

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24 **15. Unavailability of Trial Counsel**

25 Plaintiff's counsel is currently unavailable on the following dates:

26 September 6-8, 2021
September 20-28, 2021
October 26, 2021 – November 16, 2021
November 30, 2021 – December 8, 2021

Defendant's counsel is currently unavailable on the following dates:

September 13, 2021 - October 29, 2021
January 31, 2022 - February 18, 2022

1 **16. Status of Service**

2 Amazon has been served.

3 **17. Scheduling Conference**

4 The parties agree that a scheduling conference is unnecessary at this time.

5 **18. Corporate Disclosure Statement**

6 Amazon filed its corporate disclosure statement on February 12, 2021 (Dkt.11).

7
8
9 DATED: March 25, 2021

Respectfully submitted,

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11 By: s/ Brian (Heyun) Rho

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